

1 BILL NO. S-85-06-15

2 SPECIAL ORDINANCE NO. S- 119-85

3 AN ORDINANCE approving Contract
4 395-1983 - Rehabilitation of Sewers,
5 SSES Subsystems, DS, ES, GS and KS,
6 by and between the City of Fort Wayne,
7 Indiana and Bercot, Inc., in connection
8 with the Board of Public Works and
9 Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. The annexed Contract 395-1983 - Rehabilita-
13 tion Sewers, SSES Subsystems, DS, ES, GS, and KS, by and between
14 the City of Fort Wayne, Indiana, and Bercot, Inc., in connection
15 with the Board of Public Works and Safety, for:

16 the construction of the following:
17 SUBSYSTEM DS: The boundaries
18 of Subsystem DS are Coliseum Blvd.
19 on the N., Parnell Ave. on the W.,
20 Penn. Pl. on the S. and the Old
21 New York Central Line RR Tract on
22 the E. SUBSYSTEM ES: The boundaries
23 of Subsystem ES are Coliseum Blvd.
24 on the N., Sherman Rd. on the W.,
25 the Spy Run Creek on the South and
26 the Old New York Central Line Rail-
road Track and Northrop St. on the
E. SUBSYSTEM GS: The boundaries
of Subsystem GS are Engle Rd. on the
N., Ardmore Ave., the Harbor Ditch
and the Indpls. Rd. (State Rd. #3)
on the W., the Baer Field Municipal
Airport on the S., and the N & W RR
and Bluffton Rd. (SR #1 & 3) on the
E. SUBSYSTEM KS: The boundaries of
Subsystem KS are Paulding Rd.,
Roosevelt Dr., Pettit Ave. and Fair-
fax Ave. on the N., Decatur Rd. on
the W., Gable Rd. & Stardale Dr. on
the S. and Hessen Cassel Rd. on the
East;

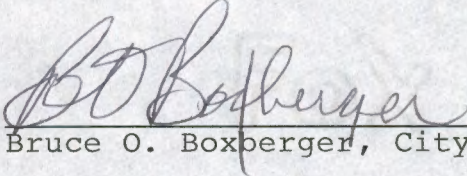
27 involving a total cost of Six Hundred Ninety-Nine Thousand Four
28 Hundred Eighty-One and No/100 Dollars (\$699,481.00), all as more
29 particularly set forth in said Contract, and which is on file with
30 the Office of the Board of Public Works and Safety and is by
31 reference incorporated herein, made a part hereof and is hereby
32 in all things ratified, confirmed and approved.

1 Page Two

2 SECTION 2. That this Ordinance shall be in full force
3 and effect from and after its passage and any and all necessary
4 approval by the Mayor.

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6 
7 Councilmember

8 APPROVED AS TO FORM
9 AND LEGALITY

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11 Bruce O. Boxberger, City Attorney
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Read the first time in full and on motion by Henry, seconded by Ston, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.

DATE: 6-11-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Ston, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|---------------|---------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>8</u> | <u> </u> | <u> </u> | <u>1</u> | <u> </u> |
| <u>BRADBURY</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>BURNS</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>EISBART</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>GiaQUINTA</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>HENRY</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>REDD</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>SCHMIDT</u> | <u> </u> | <u> </u> | <u> </u> | <u>✓</u> | <u> </u> |
| <u>STIER</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u>TALARICO</u> | <u>✓</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

DATE: 6-25-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)

(~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. D-119-85

on the 25th day of June, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. G. Quint
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of June, 1985, at the hour of 11:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of June, 1985, at the hour of 3:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

CONTRACT NO. 395-1983

THIS CONTRACT made and entered into this 22nd day of May, 1985, by and between Bercot, Inc., herein called "CONTRACTOR", and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation acting by and through the Mayor and the Board of Public Works & Safety, herein called "OWNER".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following: **Rehabilitation of Sewers, SSES Subsystems DS, ES, GS, and KS:**

SUBSYSTEM DS

The boundaries of Subsystem DS are Coliseum Boulevard on the North, Parnell Avenue on the West, Penn Place on the South and the Old New York Central Line Railroad Track on the East.

SUBSYSTEM ES

The boundaries of Subsystem ES are Coliseum Boulevard on the North, Sherman Road on the West, the Spy Run Creek on the South and the Old New York Central Line Railroad Track and Northrop Street on the East.

SUBSYSTEM GS

The boundaries of Subsystem GS are Engle Road on the North, Ardmore Avenue, the Harbor Ditch and the Indianapolis Road (State Road No. 3) on the West, the Baer Field Municipal Airport on the South, and the Norfolk and Western Railroad and Bluffton Road (State Road No. 1 and 3) on the East.

SUBSYSTEM KS

The boundaries of Subsystem KS are Paulding Road, Roosevelt Drive, Pettit Avenue and Fairfax Avenue on the North, Decatur Road on the West, Gable Road and Stardale Drive on the South and Hessen Cassel Road on the East;

all according to Fort Wayne Water Pollution Control Engineering Department Drawings No. SY 11118, Sheet(s) 1 through 20, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$699,481.00. In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal, as follows:

| | | | | |
|-----|---|---|----|-------------|
| 1. | 8" Diameter Sewer Pipe Cleaning | Three and 15/100 | \$ | 3.15 |
| 2. | 10" Diameter Sewer Pipe Cleaning | Three and 15/100 | \$ | 3.15 |
| 3. | 12" Diameter Sewer Pipe Cleaning | Three and 15/100 | \$ | 3.15 |
| 4. | 15" Diameter Sewer Pipe Cleaning | Three and 15/100 | \$ | 3.15 |
| 5. | 8" Diameter Sewer Pipe Sealing | Six and 15/100 | \$ | 6.15 |
| 6. | 10" Diameter Sewer Pipe Sealing | Six and 15/100 | \$ | 6.15 |
| 7. | 12" Diameter Sewer Pipe Sealing | Six and 15/100 | \$ | 6.15 |
| 8. | 15" Diameter Sewer Pipe Sealing | Six and 15/100 | \$ | 6.15 |
| 9. | Manhole Cover (Ring and/or Lid Repair and Replacement | One Thousand and no/100 | \$ | 1,000.00 |
| 10. | Manhole Sealing (20 Manholes) | Forty-Nine and no/100 | \$ | 49.00 |
| 11. | Point Repair of Sewer Pipe | Three Thousand Eight Hundred and no/100 | \$ | 3,800.00 |
| 12. | 8" Diameter Sewer Pipe Replace. | Twenty-Five and no/100 | \$ | 25.00 |
| 13. | 10" Diameter Sewer Pipe Replace. | Thirty-Five and no/100 | \$ | 35.00 |
| 14. | 12" Diameter Sewer Pipe Replace. | Forty-Five and no/100 | \$ | 45.00 |
| 15. | 15" Diameter Sewer Pipe Replace. | Fifty-Five and no/100 | \$ | 55.00 |
| 16. | Utility Replacement and Relocation (contingencies) | Twenty Thousand and no/100 | | \$20,000.00 |

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th Day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a completion affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon and the entire balance of the contract sum shall be due and payable to the Contractor; provided only that contractor shall first furnish Owner if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended) of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on 12 December 1978 a copy of which Section is attached and incorporated herein and made a part hereof.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provision of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are fully a part of the contract as if hereto attached or herein repeated.

- A. Advertisement for Bids, for Contract No. 395-1983
- B. Instructions to Bidders for Contract No. 395-1983
- C. Contractor's Proposal Dated 19 December 1984
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11118, pages 1 through 20.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.

been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contractor shall become wholly void.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

By Steve Street
Title President

By W. J. B. B. B.
Title Secy Treasurer

CITY OF FORT WAYNE, INDIANA

By Win Moses, Jr.
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS & SAFETY

By David J. Kiester
David J. Kiester, Director
of Public Works

By Cosette R. Simon
Cosette R. Simon, Director of
Administration & Finance

By Lawrence D. Consalvos
Lawrence D. Consalvos, Director
of Public Safety

ATTEST: Helen Gochenour
Helen Gochenour, Clerk

APPROVED as to form an legality:

Richard I. Snouffer
Richard I. Snouffer, Associate
City Attorney

APPROVED by the Common Council of the City of Fort Wayne, Indiana, this
____ day of _____, 1985.

MUL.

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE - FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

does hereby nominate, constitute and appoint

H. Stanley Huff, Jr. or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended
for the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws, and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, 19th day of October, 1982 and its corporate seal to be hereunto affixed this

THE WESTERN CASUALTY AND SURETY COMPANY



STATE OF KANSAS ss
COUNTY OF BOURBON

By

J. F. Heim
Vice President

On this 19th day of October, A. D., 1982, before the subscriber, a Notary Public in the State of Kansas in

and for the County of Bourbon, duly commissioned and qualified, came J. F. Heim, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1988

D. R. Shepard
Notary Public.



I, G. R. Cantrell, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 1st day of May, 1985.

G. R. Cantrell
Assistant Secretary.



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we BERCOT, INC.
6015 Huguenard Road, Fort Wayne, Indiana 46818
 as Principal and THE WESTERN CASUALTY AND SURETY COMPANY, a corporation
 organized under the laws of the State of Kansas, with principal office at
 Fort Scott, Kansas, as Surety, are held and firmly bound unto
BOARD OF PUBLIC WORKS AND SAFETY, CITY OF FORT WAYNE, INDIANA
 (hereinafter called the Obligee), in the penal sum of ----\$699,481.00-----
SIX HUNDRED NINETY NINE THOUSAND FOUR HUNDRED EIGHTY ONE and no/100ths
 Dollars, for the payment of which, well and truly to be made, we do hereby bind
 ourselves, our heirs, executors, administrators, successors and assigns,
 jointly and severally, firmly by these presents.

DATED this _____ day of _____, 19 ____.

WHEREAS, the said Principal has heretofore entered into a contract with
 the Obligee above named for _____

Rehabilitation of Sewers SSES
Sybsystems DS, ES, GS, KS, Resolution 395-1983
 and,

WHEREAS, the work called for under said contract has now been completed and
 accepted by said Obligee;

NOW, THEREFORE, the condition of this obligation is such, that if said
 Principal shall, for a period of 1 year(s) from and after the _____
WRITTEN DATE OF ACCEPTANCE BY THE CITY OF FORT WAYNE, INDIANA
 indemnify the Obligee against any loss or damage directly arising by reason of
 any defect in the material or workmanship which may be discovered within the
 period aforesaid, then this obligation shall be void; otherwise to be and
 remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
 Principal, written statement of the particular facts showing such default and
 the date thereof shall be delivered to the Surety by registered mail, at its
 Home Office in the City of Fort Scott, Kansas, promptly and in any event within
 ten (10) days after the Obligee or his representative shall learn of such
 default, and that no claim, suit, or action by reason of any default of the
 Principal shall be brought hereunder after the expiration of thirty days from
 the end of the maintenance period as herein set forth.

BERCOT, INC.

By: [Signature]
 Principal

THE WESTERN CASUALTY AND SURETY COMPANY

By: [Signature]
 Attorney In Fact

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE - FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

does hereby nominate, constitute and appoint

H. Stanley Huff, Jr. or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended
for the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws, and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President,
19th day of October, 1982
and its corporate seal to be hereunto affixed this

THE WESTERN CASUALTY AND SURETY COMPANY

By

J. F. Heim
Vice President



STATE OF KANSAS ss
COUNTY OF BOURBON

On this 19th day of October

A. D., 1982

before the subscriber, a Notary Public in the State of Kansas in

J. F. Heim, Vice President of THE WESTERN

and for the County of Bourbon, duly commissioned and qualified, came CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1988

R. R. Shepard
Notary Public.



I, G. R. Cantrell
hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this

1st

day of

May

19 85

G. R. Cantrell
Assistant Secretary.



1020
TITLE OF ORDINANCE Contract 395-1983, Rehabilitation of Sewers, SSES Subsystems, DS, ES, GS and KS, Bercot, Inc., Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *J-85-06-15*

SYNOPSIS OF ORDINANCE Contract 395-1983, Rehabilitation of Sewers, SSES Subsystems, DS

ES, GS & KS is for the construction of the following: SUBSYSTEM DS: The boundaries of Subsystem DS are Coliseum Blvd. on the N., Parnell Ave. on the W., Penn Pl. on the S. and the Old New York Central Line RR Tract on the E. SUBSYSTEM ES: The boundaries of Subsystem ES are Coliseum Blvd. on the N., Sherman Rd. on the W., the Spy Run Creek of the South and the Old New York Central Line Railroad Track and Northrop St. on the E. SUBSYSTEM GS: The boundaries of Subsystem GS are Engle Rd. on the N., Ardmore Ave., the Harbor Ditch and the Indpls. Rd. (State Rd. #3) on the W., the Baer Field Municipal Airport on the S., and the N & W RR & Bluffton Rd. (SR #1 & 3) on the E. SUBSYSTEM KS: The boundaries of Subsystem KS are Paulding Rd., Roosevelt Dr., Pettibone Ave. & Fairfax Ave. on the N., Decatur Rd. on the W., Gable Rd. & Stardale Dr. on the S. and Hessen Cassel Rd. on the East. Bercot, Inc., is the Contractor.

EFFECT OF PASSAGE Rehabilitation of above sewers.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$699,481.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-85-06-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

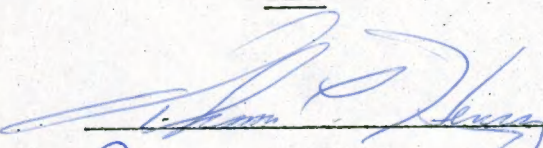
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract 395-1983 -

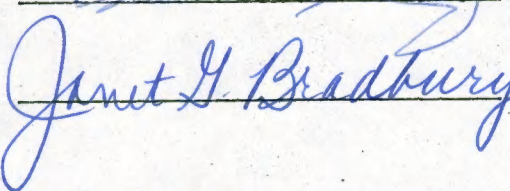
Rehabilitation of Sewers, SSES Subsystems, DS, ES, GS and KS, by
and between the City of Fort Wayne, Indiana and Bercot, Inc., in
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

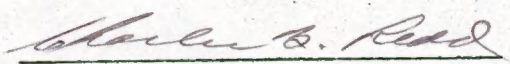
NO


THOMAS C. HENRY
CHAIRMAN


JANET G. BRADBURY
VICE CHAIRWOMAN

DONALD J. SCHMIDT

JAMES S. STIER


CHARLES B. REDD

CONCURRED IN 6-25-85

SANDRA E. KENNEDY
CITY CLERK